

St. Louis City Ordinance 62915

FLOOR SUBSTITUTE

BOARD BILL NO. [93] 83

INTRODUCED BY ALDERMAN Joseph D. Roddy

An ordinance authorizing and directing the Mayor and the Comptroller to enter into an Option to Purchase Real Estate with the General Services Administration on behalf of the United States Government regarding certain real estate belonging to the City of St. Louis, located in Block No. 3918-E of the City of St. Louis, and commonly known and numbered as 3822 Forest Park and relating to the potential development of a Food and Drug Administration facility.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Mayor and the Comptroller of the City of St. Louis are hereby authorized and directed to enter into an Option to Purchase Real Estate with the General Services Administration on behalf of the United States Government pursuant to the terms and conditions of a certain Option to Purchase Real Estate attached hereto as Exhibit "A", or pursuant to the terms and conditions of an Option to Purchase Real Estate substantially similar to Exhibit "A", of certain real estate belonging to the City of St. Louis and located in Block No. 3918-E of the City of St. Louis and more fully described in the Option to Purchase Real Estate attached hereto as Exhibit "A".

SECTION TWO. The Mayor and the Comptroller of the City of St. Louis are hereby authorized and directed to execute and deliver a Quit Claim Deed for the aforementioned Real Estate to the General Services Administration on behalf of the United States Government, or to its Assigns as the case may be, upon the exercise and fulfillment by the General Services Administration or its Assigns of the terms and conditions found in Exhibits A and A-(1), attached hereto, or documents substantially similar to Exhibits A and A-(1).

SECTION THREE. The passage of this ordinance being deemed necessary for the preservation of the public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and shall become effective upon its passage and approval by the Mayor.

EXHIBIT A

OPTION TO PURCHASE REAL ESTATE

BETWEEN

THE CITY OF ST. LOUIS

AND

THE GENERAL SERVICES ADMINISTRATION

This agreement entered into this _____ day of _____, 1993 between the CITY OF ST. LOUIS, a Municipal Corporation of the State of Missouri, (CITY), hereinafter referred to as Optionor or Seller as the case may be, and the General Services Administration, (GSA), on behalf of the United States Government, hereinafter referred to as Optionee or Buyer, as the case may be, under authority of Ordinance #_____, approved _____.

WHEREAS, Optionee desires to obtain from Optionor an irrevocable, no-cost, assignable option to purchase real property owned by Optionor. Said property is more fully described as follows:

An irregular shaped parcel of land in block No. 3918-E of the City of St. Louis, being more particularly described, as follows: Beginning at the intersection of the East line of widened Forest Park Avenue, 80 feet wide, with the North line of a public alley, 20 feet wide, said point being distant 220 feet South of the South line of Forest Park Boulevard, 150 feet wide; thence Eastwardly along said North alley line 210 feet and 8 inches to its point of intersection with the East line of lot No. 6, Forest Park Boulevard Addition, as recorded in Plat Book 1, page 37, City of St. Louis records; thence Southwardly along the projection of said lot line, 10 feet to its intersection with the centerline of a private alley, 20 feet wide; as shown in plat of Forest Park Boulevard Addition, as recorded in Plat Book 14, page 27, City of St. Louis records; thence Eastwardly along said private alley center line a distance of 200 feet to its intersection with the projection of the Eastern line of lot No. 10, of said Subdivision; thence Northwardly along said Eastern lot line 230 feet to its intersection with the South line of Forest Park Boulevard, 150 feet wide; thence Westwardly along said Southern street line a distance of 281.6 feet to a point; thence Southwardly and perpendicular to said Southern street line a distance of 109 feet to a point; thence Westwardly along a line parallel to and distant 111 feet from said Northern public alley line, a distance of 110 feet to a point; thence Northwardly and perpendicular a distance of 14 feet to a point; thence Westwardly and perpendicular, a distance of 19 feet to its intersection with the East line of

widened Forest Park Avenue, 80 feet wide; thence Southwardly along said Eastern street line a distance of 125 feet to the point of beginning, and containing 79.353 square feet, more or less; subject to easements of record, if any.

WHEREAS, Optionee intends to conduct a competitive leasing action and to select a developer, (Developer), to construct a Food and Drug Administration, (FDA), facility on the aforementioned property and to ensure that the aforementioned property is used exclusively for said FDA facility.

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements herein contained, the parties hereby obligate themselves as follows:

ARTICLE I

In consideration of the United States Government's decision to consider the above-described property as a site for an FDA facility, thereby creating the valuable possibility of new jobs, increased revenue, and economic growth within and for the City of St. Louis, Optionor does hereby offer to sell and convey to the Optionee or its Assigns including Developer the real estate described above pursuant to the terms and conditions set forth in the Contract for Sale, attached as Exhibit A-(1).

This offer shall be continuing and irrevocable until _____ o'clock p.m., Central Standard Time, the _____ day of _____, 19____, for a total period of two years from the date of this agreement, and the Optionee and/or its assigns including Developer shall have the exclusive and absolute power to accept this offer on or before said hour and day; but if said offer shall not be accepted as herein provided it shall forthwith terminate and the Optionee or its assigns including Developer shall have no further rights hereunder. Time shall be of the essence as to the exercise of this option.

ARTICLE II

If the Optionee or its assigns including Developer shall elect to accept said offer and purchase said property, it shall signify and declare such election and acceptance by written notice thereof to Optionor to be received on or before said hour and day and by tendering at the time of the notice the purchase price in cash required by the contract of sale. (Exhibit A-(1), attached.) Said notice shall be given by sending such notice by certified U.S. mail, and a notice so sent shall be deemed to have been received on the second business day

subsequent to the day of mailing. Thereupon, and not otherwise, the attached Contract for the Sale of said property, (Exhibit A-(1), attached), may be entered, and upon execution, said Contract for Sale shall be in full force and effect and the Optionor and Optionee shall perform the terms and conditions thereof.

Notice shall be sent to:

Comptroller
Room 212, City Hall
St. Louis, MO 63103

With a copy to:

City Counselor
Room 314, City Hall
St. Louis, MO 63103

ARTICLE III

This option is fully and completely assignable. It is the understanding of the parties that Optionee intends to assign this option to purchase to Developer, who shall be determined by Optionee's sole selection and choosing. Developer shall have the right to purchase the property for the price and under the terms set out in Exhibit A-(1) of this agreement.

Optionee covenants that said property, in the event this option is exercised by Optionee or its assigns including Developer, will be used as the site of a Food & Drug Administration facility and required parking during the firm term of twenty (20) years as described below. Any and all construction of improvements on the property will be conducted and paid for by Developer. Developer will lease exclusively to the United States Government, for a firm term of twenty (20) years, any and all improvements on the property. Optionee covenants that FDA will be the sole tenant on the premises during the aforementioned firm term of twenty (20) years.

Optionor covenants that it will use its due diligence to assist Optionee and its assigns including Developer in complying with existing zoning and other appropriate restrictions and ordinances, and that Optionor will use its due diligence to assist in effectuating any needed changes in same so that all restrictions and ordinances are compatible to the proposed use of this site. Parties agree and understand, however, that any such changes may require

separate approval by the Board of Aldermen of the City of St. Louis and/or other City Departments and Boards pursuant to the Charter and Ordinances of the City of St. Louis, Missouri.

Optionor covenants that it will bear full and complete responsibility for any costs associated with demolition and removal of all improvements currently on the property. Said demolition and removal will be conducted by Optionor or by its agents and/or assigns as selected solely by Optionor. Optioner further covenants that it will bear full and complete responsibility for any costs subject to appropriation associated with environmental clean-up of the property, in an amount not to exceed \$200,000.00, and subject to appropriation(s) pursuant to the laws and ordinances of the City of St. Louis.

Optionor covenants that it will use its due diligence to assist Developer in obtaining any alleyway improvements, including curb cuts. Developer will bear the responsibility for payment for any alleyway improvements deemed necessary by Optionee. Parties agree and understand, however, that any such improvements may require separate approval by the Board of Aldermen of the City of St. Louis and/or other City Departments and Boards, pursuant to the Charter and Ordinances of the City of St. Louis, Missouri.

This agreement shall be construed under the laws of the State of Missouri. This is the entire agreement and no amendment nor modification may be made unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this option to purchase in several counterparts each of which shall be deemed an original and in manner and form sufficient in law the day and year first above written.

OPTIONOR/SELLER

The City of St. Louis

OPTIONEE/BUYER

General Services Administration

By: _____
Mayor

ATTEST:

Comptroller

Secretary

Approved as to form:

City Counselor

Register

EXHIBIT A-(1)

CONTRACT FOR SALE

BETWEEN

THE CITY OF ST. LOUIS

AND

THE GENERAL SERVICES ADMINISTRATION

This Contract is entered into this _____ day of _____, 199__ by and between the City of St. Louis, hereinafter referred to as Seller and having its principal place of business at 212 City Hall, St. Louis, Missouri 63103, and The General Services Administration acting on behalf of the United States Government, hereinafter referred to as Buyer, or its Assigns, and having its place of business at 1500 East Bannister Road, Kansas City, Missouri 64131. This Contract is entered into under authority of Ordinance No. _____, approved _____, and upon receipt by Seller of written notice from Buyer or its Assigns pursuant to and under the terms of an Option to Purchase Real Estate dated _____ between the City of St. Louis and the General Services Administration, (hereinafter "Option"). Terms of said Option are incorporated herein by this reference and made a part of this Contract for Sale as if fully set out.

It is the understanding of the parties to this Contract for Sale that, pursuant to the aforementioned Option, the General Services Administration will assign the Option to Developer. Developer, to be determined exclusively by the General Services Administration and in accordance with said Option, will be

empowered to enter into this Contract for Sale as an assign of the General Services Administration. Developer, by entering into this Contract for Sale, agrees to comply fully with the provisions of the aforementioned Option and with this Contract for Sale.

In consideration of the covenants and agreements of the respective parties, as hereinafter set forth, Seller agrees to sell and convey to Developer, and Developer agrees to purchase and take from Seller, certain real property situated in the City of St. Louis, State of Missouri, hereinafter referred to as the "Property" and more fully described as follows:

An irregular shaped parcel of land in block No. 3918-E of the City of St. Louis, being more particularly described, as follows: Beginning at the intersection of the East line of widened Forest Park Avenue, 80 feet wide, with the North line of a public alley, 20 feet wide, said point being distant 220 feet South of the South line of Forest Park Boulevard, 150 feet wide; thence Eastwardly along said North alley line 210 feet and 8 inches to its point of intersection with the East line of lot No. 6, Forest Park Boulevard Addition, as recorded in Plat Book 1, page 37, City of St. Louis records; thence Southwardly along the projection of said lot line, 10 feet to its intersection with the centerline of a private alley, 20 feet wide; as shown in plat of Forest Park Boulevard Addition, as recorded in Plat Book 14, page 27, City of St. Louis records; thence Eastwardly along said private alley center line a distance of 200 feet to its intersection with the projection of the Eastern line of lot No. 10, of said Subdivision; thence Northwardly along said Eastern lot line 230 feet to its intersection with the South line of Forest Park Boulevard, 150 feet wide; thence Westwardly along said Southern street line a distance of 281.6 feet to a point; thence Southwardly and perpendicular to said Southern street line a distance of 109 feet to a point; thence Westwardly along a line parallel to and distant 111 feet from said Northern public alley line, a distance of 110 feet to a point; thence Northwardly and perpendicular a distance of 14 feet to a point; thence Westwardly and perpendicular, a distance of 19 feet to its intersection with the East line of widened Forest Park Avenue, 80 feet wide; thence Southwardly along said Eastern street line a distance of 125 feet to the point of beginning, and containing 79.353 square feet, more or less; subject to easements of record, if any.

Said property shall be free and clear of any and all improvements and personal property. Seller covenants and agrees that Seller will incur any and all costs associated with removal of existing structures and with the abatement of any existing and discovered environmental hazards, in accordance with and to the extent consistent with the provisions of the aforementioned Option.

The following terms, provisions and conditions are further agreed to:

1. **Purchase Price.** The purchase price of the Property is \$178,545.00 (One Hundred Seventy-Eight Thousand Five Hundred Forty-Five Dollars). Full purchase price shall be paid by Developer when written notice is tendered by Buyer and/or Developer pursuant to and in accordance with the aforementioned Option.
2. **Conveyance of Title.** Conveyance shall be by Quit Claim Deed. Seller shall tender title to Developer subject to any deed restrictions, easements and zoning regulations and restrictions. Title shall transfer at closing.
3. **Risk of Loss.** Seller assumes all risks and liabilities for loss, damage or injury by fire, windstorm, accident or other cause, to the Property until the closing date. If the Property is damaged after the date of this Contract and before the date otherwise set for closing, Developer shall elect, within twenty (20) days of the date of such damage, to either cancel the Contract or to close.
4. **Taxes.** Developer agrees to pay any and all real estate taxes levied by the state or municipality. Taxes shall be prorated based upon closing date.
5. **Liens.** Neither Buyer nor its assigns including Developer shall allow any liens, attachments, or other encumbrances to be filed against said Property during the period of time following the execution of this Contract and prior to closing of this Contract.
6. **Possession.** Seller shall retain possession of the Property until closing. Seller shall deliver possession of the Property to Developer upon completion of closing unless otherwise agreed to in writing. Seller, upon receipt by Seller of written notice tendered by Buyer and/or Developer pursuant to and in accordance with the aforementioned Option, shall grant to Developer site control and access to said Property, subject to Seller's need to remain on the Property in conjunction with demolition and/or environmental clean-up activities.
7. **Closing.** Delivery of Quit-Claim deed conveying title shall be at closing and conditioned upon payment by Developer of the full purchase price as set forth in Section 1 of this Contract. Closing shall be held in the City of St. Louis at a title company of Developer's selection or at any other place agreed to by Seller and Developer. Seller shall deliver actual possession of the Property at closing according to the provision of Section 6 of this Contract and at a mutually-convenient date determined by Seller and Developer. Developer shall pay any

and all costs associated with closing including, but not limited to: title insurance premium(s); fire and extended coverage hazard insurance premium(s); flood insurance premium(s) and flood letter, if required; appraisal fees and charges of lender; title company service charges, survey, recording fees, and other customary closing costs.

8. Assignment. It is anticipated that, pursuant to the aforementioned Option's assignment provisions, the General Services Administration will assign said Option to Developer under conditions detailed in said Option. In the event such assignment occurs, Seller agrees to recognize Developer as Buyer under the terms of this Contract for Sale. This Contract for Sale shall inure to the benefit of and bind the successors and assigns of Buyer and Seller.

9. Notices. Any notice provided for in this Contract for Sale shall be given by sending such notice by certified U.S. Mail, and a notice so sent shall be deemed to have been received on the second business day subsequent to the day of mailing.

Notices to Seller shall be sent to:

Comptroller
City of St. Louis
Room 212, City Hall
St. Louis, MO 63103

With a copy to:

City Counselor
City of St. Louis
Room 314, City Hall
St. Louis, MO 63103

Notices to Buyer shall be sent to:

John A. Benson
Chief, District I Branch (6PE1)
Real Estate Division
1500 East Bannister Road
Kansas City, MO 64131-3088

Notice shall also be sent by Seller to any Developer indicated by Buyer, upon assignment, and after notice to City of such assignment.

10. Entire Agreement. This instrument contains the entire agreement between Buyer and Seller and may not be charged or terminated orally. There are no other understandings, written or oral, relating to the subject matter hereof. Stipulations and covenants herein are to apply and bind successors and assigns of the respective parties and shall survive the Closing.

11. Time of Essence. Time shall be of the essence in the performance of each and every obligation and understanding by the parties in this Contract for Sale.

12. Missouri Law Governs. This Contract for Sale shall be interpreted and governed in accordance with the laws of the State of Missouri.

13. Amendments in Writing. This Contract for Sale may be modified, amended or supplemented only in writing signed by both Buyer and Seller or its Assigns.

14. Remedies Upon Default. If any party defaults in the performance of any obligation provided by this Contract, the party claiming a default shall notify the other party in writing of the nature of the default, the time allotted for curing the default, (if not otherwise specified in this Contract), and his election of remedy if the default is not cured by the specified time.

If default is by Developer, Seller may elect to release Developer from this Contract in return for the payment of a sum equal to the full purchase price or alternatively may pursue any remedy at law or in equity. The parties hereby stipulate that, without resale, Seller's damages are difficult of ascertainment, and that if Seller claims the purchase price in satisfaction of Developer's default, it shall be as liquidated damages and not a penalty. Seller may elect, additionally, to pursue any remedy at law or in equity.

If default is by Seller, Developer may release Seller from this Contract upon Seller's reimbursement to Developer for all direct costs and expenses, as specified in Developer's notice of default, including but not limited to, appraisal, credit report, inspection, loan application fee, title examination, and survey. Buyer may elect additionally to pursue any remedy at law or in equity.

15. Miscellaneous.

Buyer intends to conduct a competitive leasing action and to cause to be constructed a Food and Drug Administration, (FDA), facility on the aforementioned Property. Buyer and its Assigns including Developer covenant that the aforementioned Property will be used exclusively for the said FDA facility, and that FDA will be sole tenant, during a firm term of twenty (20)

years as described in greater detail in the aforementioned Option. Any and all construction of improvements on the Property will be conducted and paid for by Developer.

Seller covenants that it will use its due diligence to assist Developer in complying with zoning and other appropriate restrictions and ordinance, and that Seller will use its due diligence to assist in effectuating any needed changes in same so that all restrictions and ordinances are compatible to the proposed use of this site. Seller covenants that it will use its due diligence to assist Developer in obtaining any alleyway improvements, including curb cuts, deemed necessary by Developer. Developer will bear the responsibility of payment for any alleyway improvements deemed necessary by Developer. Buyer, Developer, and Seller agree and understand, however, that any such changes and improvements may require separate and independent approval by the Board of Aldermen of the City of St. Louis and/or any other City Departments and/or Boards, pursuant to the Charter and Ordinances of the City of St. Louis, Missouri. Seller does not warrant or guarantee that said separate and independent approval has been granted or will be forthcoming.

Buyer and Developer agree to comply with all laws applicable to the Property, including but not limited to zoning, building and fire codes.

If any one or more of the terms, provisions, covenants or conditions of this Contract for Sale shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this Contract for Sale shall be affected thereby, and each provision of this Contract for Sale shall be valid and enforceable to the fullest extent permitted by law.

Buyer and Developer and their agents, employees, servants, or assigns agree and covenant that, in carrying out the provisions of this Contract for Sale, they shall not discriminate or permit discrimination, directly or indirectly, against any person or group of persons on the grounds of race, color, religion or national origin in violation of any ordinance or executive order of the City of St. Louis or any other laws or regulations. Neither Buyer nor Developer shall discriminate, in any manner, against any employee or applicant for employment because of the employee's or applicant's race, creed, color, religion, sex, national origin, age, political affiliation, or handicap not preventing the individual from performing the services. Developer shall include a similar clause in all sub-contracts, including sub-contracts for standard commercial supplies or raw materials. Developer shall agree to post in conspicuous places,

available to employees and applicants for employment, notices setting forth the provisions of this section (to be referred to as the "Equal Opportunity Clause").

The City of St. Louis does not discriminate against persons with disabilities. The Americans with Disabilities Act (ADA) prohibits discrimination based on disability. Contractors with the City of St. Louis must comply with the Americans with Disabilities Act and provide necessary documentation of their compliance efforts as required by the Commissioners on the Disabled, Office of the Disabled.

IN WITNESS WHEREOF, the parties have duly signed this agreement on the date set forth herein.

CITY OF ST. LOUIS, MISSOURI

Mayor

Comptroller

Approved as to form:

City Counselor

Register

STATE OF MISSOURI)

CITY OF ST. LOUIS) ss. On this _____ day of _____, 1993, before
) me appeared _____, to me
personally known, who, being by me duly sworn, did say that he is the Mayor
of the City of St. Louis, and that he is authorized to execute this Deed on behalf
of the City of St. Louis and acknowledges said instrument to be the free act and
deed of the City of St. Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the City and State aforesaid, the day and year first above written.

CITY OF ST. LOUIS) ss. On this _____ day of _____, 1993, before
) me appeared _____, to me

personally known, who, being by me duly sworn, did say that he is the Comptroller of the City of St. Louis, and that he is authorized to execute this Contract for Sale on behalf of the City of St. Louis and acknowledges said instrument to be the free act and deed of the City of St. Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the City and State aforesaid, the day and year first above written.

By _____
Title: _____

CITY OF ST. LOUIS) ss. On this _____ day of _____, 19__ before
) me a Notary Public in and for the City of St. Louis,

appeared _____ who, being by me sworn, did say that he is _____ of _____ and that the seal (Title) affixed to the foregoing instrument is the _____ seal of said _____, and that said instrument was signed and sealed in behalf of _____ by authority of its _____ and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of St. Louis, Missouri, the day and year first above written.

NOTARY PUBLIC

My term expires:

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
05/21/93	05/21/93	W&M		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
06/17/93			06/25/93	06/25/93
ORDINANCE	VETOED		VETO OVR	
62915				